

2019-20 LICENSE FOR RESIDENTIAL HALLS AND CONTRACT FOR DINING SERVICES

PLEASE READ ALL DIRECTIONS BEFORE COMPLETING APPLICATION.

1. LICENSE

- a) The Residential Hall License Contract creates a license for the student to use campus housing and is not a lease. The relationship between NDSCS and the student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for students to use residential facilities subject to the conditions of this contract and college regulations.
- b) Fulfillment of this license contract is contingent upon the availability of products and services provided by NDSCS. The written terms of this license contract supersede all previous contracts as well as any verbal statements or emails made concerning this contract.

2. ELIGIBILITY/REQUIREMENTS

- a) Students who are enrolled in at least one credit at NDSCS are eligible to live in college housing.
- b) Housing may be refused to any student based on their current or past conduct, where the student may pose a safety or security risk to persons or property. Housing may also be refused to students who have outstanding debts to the college.
- c) **ALL FIRST YEAR STUDENTS, INCLUDING STUDENTS WHO HAVE TRANSFERRED IN AND HAVE COMPLETED FEWER THAN 24 COLLEGE CREDITS ARE REQUIRED TO LIVE ON CAMPUS UNLESS YOU QUALIFY FOR AND ARE GRANTED AN EXEMPTION BY RESIDENTIAL LIFE.** For more information about this policy, visit: www.ndscs.edu/residential-life.
- d) Students who are not granted an exemption by the Department of Residential Life and do not apply for housing, may be charged a standard double room rate for the contract period (academic year).

3. REQUIRED IMMUNIZATIONS

The North Dakota State Board of Higher Education policy, Section 506.1, requires students to provide proof of two MMR immunizations (Measles, Mumps and Rubella) before being accepted into North Dakota colleges. All newly admitted students ages 21 and younger residing in campus housing must provide documentation of immunity against meningococcal disease. International students are required to complete TB testing upon admission. For more information on these requirements and possible exemptions, visit: www.ndscs.edu/immunizations.

4. APPLICATION AND ASSIGNMENT PROCEDURES

- a) New students or students who have not had continuous housing must remit a \$25 non-refundable housing application fee (check, credit card, or money order payable to North Dakota State College of Science) with an application to the Department of Residential Life, North Dakota State College of Science, 800 Sixth Street North, Wahpeton, ND 58076. An application does not guarantee a room assignment. Room assignments are made without regard to race, religion, color, creed or national origin. Assignment priority is determined according to the date of paid application. Applications mailed without payment of the housing application fee are not considered complete until the date the fee is received.
- b) Students currently residing on campus are not required to pay another application fee when they contract for housing and dining the following academic year.
- c) Students re-contracting for the following academic year must complete a Residential Hall Reservation application and review and agree to the terms and conditions of the housing and dining contract online at: www.ndscs.edu/residential-life/forms. Residential Life does not provide students with a paper copy of the license contract.

- d) Roommate preferences are honored when possible, but are not guaranteed. If students request each other as roommates, both students are required to mutually request each other.
- e) Final confirmation of housing and dining plan are subject to admission to the college.

5. ACCESSIBILITY ACCOMMODATIONS

- a) Students with documented disabilities that need accommodations in their residence hall room and/or require menu item adjustments for their dining options due to dietary needs must contact Accessibility Services, 701-671-2623. Assignments with accommodations cannot be processed without a documented recommendation from Accessibility Services.
- b) Requests for accommodations cannot be assured for students applying less than 60 days prior to the beginning of the semester for which on-campus accommodations are needed. NDSCS will make every effort, however, to provide reasonable accommodations.
- c) Assignment is based on the accommodations required and the date the application and application fee are received.

6. ACCOMMODATIONS FOR STUDENTS BASED ON GENDER IDENTITY/EXPRESSION

- a) The Department of Residential Life is committed to providing safe, inclusive and vibrant living environments for all students living on campus.
- b) Students seeking these accommodations are encouraged to contact the Department of Residential Life at the time of application. The Department will work with the student to find the best suitable living arrangement available. All disclosed information will be kept confidential.

7. LICENSE CONTRACT TERM

- a) This contract is made for the 2019-2020 academic year or the balance thereof if signed after the beginning of the term. The 2019-2020 academic year is defined as August 1, 2019 to July 31, 2020. Students that live in the residence halls during summer session will be subject to the terms and conditions of this license contract. The Departments of Residential Life and Dining Services reserve the right to make all final decisions regarding assignments and dining plans.

8. ROOM AND DINING PLAN RATES

- a) Rates for the 2019-20 academic year can be found at: www.ndscs.edu/paying-for-college/ under Room & Board rates. These rates do not include official college break periods (see Section 17).
- b) If a student's academic program requires them to be away from campus for 8 weeks or longer during the semester, the student will receive a room discount equal to one-half of the standard double room rate. Residents who participate in the Stay and Save program and are away from campus for 8 weeks or longer during the semester, will receive a room discount equal to one-half of the re-contracted standard double rate.
- c) If a student's academic program requires them to be away from campus during the semester the student will receive a credit on their dining plan for the number of weeks they are gone. Students are required to stop in the Dining Services office, located in Hektner Student Center room 145A to receive this credit. If a student arrives after the semester has started they are required to stop in the Dining Services Office, located in Hektner Student Center room 145A to activate their dining plan and they will be charged for the number of weeks they are on campus.

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9. PAYMENT SCHEDULE AND PROCEDURE

- a) Room and Dining Plan
 - i. Payment is made during Wildcat Payment and Refund Days (financial aid disbursement) each semester.
 - ii. The student agrees to pay all collection costs for non-payment of housing charges, including a 1.75% monthly late fee that will be applied to all charges 30 days or older.
- b) Non-payment
 - i. Failure to comply with the above payment schedule may result in a hold on the student's college registration and liability for collection costs incurred by NDSCS.

10. LICENSE CONTRACT CANCELLATION

- a) Housing and dining reservations may be canceled if such request is received by the Department of Residential Life on or before August 1 for fall semester. Students who have applied for Spring semester housing and dining reservations must cancel their reservation prior to the first day of classes in the spring semester. Cancellations made after these dates will result in a \$50 late cancellation charge. Submittal of a cancellation request does not guarantee cancellation. Room cancellations must be approved by the Department of Residential Life.
- b) During the fall and spring semesters, if a student's request to cancel their contract is approved by the Department of Residential Life, the student will be responsible for 50% of the housing charges remaining for the fall and/or spring semesters, commencing the day the student checks out of their room with a Residential Life staff member. If a student's request to cancel their contract is approved during a summer session, the student will be responsible for 50% of the housing charges remaining in the summer session that the student requested housing. A student who fails to properly check out of their room will receive an additional \$50 improper check out charge. A student's account may also be charged for missing keys.
- c) If a student does not qualify for an exemption from the on-campus living policy and breaches the license contract, the student will be responsible for all housing charges remaining for the fall and spring semester.
- d) The Department of Residential Life may approve a license contract cancellation if a student who qualifies for an exemption from the on-campus living policy notifies the Department of Residential Life on or before August 1st that the student wishes to live in the residence halls for only one semester. The student will be obligated for housing charges for the entire semester, regardless of the date in which the student vacates their residence hall room.
- e) If a student vacates without the approval of the Department of Residential Life and is not registered for classes at NDSCS at the time it is discovered the student is no longer occupying their room, the student will be charged a \$50 improper check out charge. Additional charges may also be assessed to the student for damages (cost of labor and materials), missing keys, cleaning and any costs associated with removal and storage fees for abandoned property.
- f) If this contract has been canceled due to withdrawal or dismissal from NDSCS, and the student is re-instated or re-enrolled at NDSCS during the agreement period, the student agrees to fulfill the balance of the contract.

11. WITHDRAWAL FROM THE COLLEGE

- a) On or after the first day of classes of each semester, authorized room and board payment refunds are calculated on a percentage basis in accordance with the State Board of Higher Education Refund Policy and will be refunded to the resident, provided all payment obligations to the college have been met. In order to complete the withdrawal process, a resident must

properly check out of their room within 48 hours of initiating the withdrawal process, unless the resident is granted an extension by the Residential Life Department.

12. DINING PLANS

- a) NDSCS Dining Services offers four different dining plan options to accommodate student needs. All first-year students, who do not qualify for an exemption from the on-campus living policy, must live on campus and carry either a 160, 225 or 300 dining plan. For out-of-state students to receive in-state tuition rates, they must live on campus and carry either a 160, 225 or 300 dining plan. All other students living in a residence hall are required to contract for one of the four dining plans. If you are required to have a dining plan and fail to select one, you will be assigned the 225 dining plan.
- b) 225 and 300 dining plans include \$50 in dining dollars for use in the Wild Grounds Cafe, Flickertail Dining Room, or the Bookstore (food/beverage purchases only). The 160, 225 and 300 dining plans include ten guest/parent meals per semester and the 80 dining plan includes five guest/parent meals per semester.
- c) All NDSCS dining plans are block plans, all you care to eat and unlimited entry. The total number of meals provided by the plan are for use during one semester only. Meals & Dining Dollars not utilized are forfeited and will not carry over to the next semester.
- d) NDSCS offers out-of-state students a substantial discount on tuition when they live on campus and choose a 160, 225 or 300 dining plan. Meeting these requirements allows students from all states and countries to pay the same final costs as a North Dakota resident. For more information about the out-of-state tuition discount, contact the Business Affairs Office at 701-671-2216.

13. DINING PLAN REGULATIONS AND POLICIES

- a) Dining plan rates for the 2019-2020 academic year can be found at ndscs.edu under dining services.
- b) Rates have been established for meals to begin with dinner on the Sunday prior to regular classes and end with lunch on the last day of final exams.
- c) Dining plan rates do not include break periods (see Section 17c).
- d) Student IDs will be issued at the beginning of your first semester at a specified location. There is a fee for ID cards.
- e) Fingerprint scan or valid Student ID cards are required to utilize your dining plan and gain admittance into the dining facility. Student ID cards and associated dining plans are not transferable to anyone else.
- f) All food items must be consumed in the dining area. Foods may not be carried out of the facility. The only exception is for sack meals which are packaged for students whose class or work schedule prevents them from eating in the dining room.
- g) Sack meals are provided for students whose class or work schedule conflicts with Dining Services hours and/or prevents them from remaining in the dining facility to eat their meal. To be eligible, a class/work schedule must be presented to a Dining Services staff member. Requests for sack meals must be made Monday through Friday at least one day prior to the desired start date of the service. Failure to pick up the sack lunch a total of three times during the course of the semester will terminate this privilege.
- h) Dining plan add/change requests (not dining plan cancellations) must be submitted in writing to the Department of Dining Services. Approved changes are processed weekly. Requests for dining plan changes must be received prior to "Wildcat Payment and Refund Days" for the semester the change is requested. No changes after these dates will be accepted.

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- i) Dining plans in force at the end of fall semester will automatically be assigned to you for spring semester unless other arrangements have been made and agreed upon by the Department of Dining Services.
- j) Food Allergy Warning: The North Dakota State College of Science Dining Services Department makes every attempt to identify ingredients that may cause allergic reactions for those with food allergies and intolerances. However, there is always risk of contamination. Additionally, manufacturers may update and change their product ingredients without our knowledge, we cannot be assured the validity of the products. Dining Services will not assume any liability for adverse reactions to foods consumed or items one may come in contact with while eating at any NDSCS dining rooms or catered events. Students, staff, faculty, and guests with food allergies are encouraged to contact NDSCS Dining Services at 701-671-2439 for additional information and/or support.

14. OCCUPANCY

- a) Residents must be an enrolled student at NDSCS, must occupy the assigned room and may not sublet or re-assign the room.
- b) If a student fails to occupy their assigned room within one week after the start of semester classes, the assignment will be canceled and a \$50 late cancellation fee will be charged to the student's account.
- c) The Department of Residential Life reserves the right to consolidate students when hall occupancy is below 100 percent capacity.
- d) If a student occupies a room that falls below its designed capacity, the Department of Residential Life will begin the consolidation process. Students that do not participate in the consolidation process will either be assigned a new roommate by the Department of Residential Life or charged for a single room. The college cannot guarantee a roommate assignment.
- e) The Department of Residential Life reserves the right to transfer students from one room or hall to another in the interest of health, safety, student conduct or consolidation purposes.
- f) The college reserves the right to determine what constitutes occupancy and may reassign students and assign the applicable room rate to a student's account as needed.
- g) Any termination of occupancy or exceptions to this license contract will be subject to the approval of the Department of Residential Life or designee.

15. GUESTS AND VISITORS

- a) A guest in a residence hall is defined as an individual person who is not assigned to the particular residence hall they are currently in, and is in the space with the consent of a hosting resident living in that hall. A guest in a room/suite is defined as a person in a space they are not assigned to, with the consent of the resident living in that space.
- b) Guests should be escorted at all times while being hosted in a building.
- c) Students are responsible for their and any guest(s) behavior in any and all spaces in the residence halls, including, but not limited to: room/suite areas, private and public bathrooms, shared kitchen and lounge spaces, laundry rooms, and hallways.
- d) Residents are responsible for knowing the identity of their guests and are responsible for guest behaviors. Guests are required to provide proof of identification if requested by a college official, law enforcement, or emergency response personnel. Residents are held liable for violations and loss or damage to property caused by their guests. Minors 17 years of age and under must be accompanied by a parent or guardian.
- e) Open (24 hour) visitation means that students may have guests in their room; however, guests' stay shall not exceed 72

consecutive hours without written permission from the Department of Residential Life.

- i. Cohabitation is not permitted in College-owned or College-controlled facilities, including those facilities which allow 24-hour guest visitation. Cohabitation is defined as any circumstance, which would prompt a reasonable person to believe a guest has a regular and/or steady presence in a room or suite. Anyone maintaining clothing changes, keeping personal effects, or using the bathroom/shower facilities in a residence hall for more than 72 consecutive hours, will have established a regular and/or steady presence for the purposes of enforcement of this regulation. Allowing an un-contracted individual to cohabitate in your residence hall room/suite is grounds for termination of this license contract. Allowing an un-contracted individual to reside in your residence hall room/suite is grounds for termination of this license contract.

- f) Visitation may not infringe on the rights of roommates. The right of a roommate to sleep or study supersedes the right of another person to entertain guests. Roommates should discuss expectations regarding guests prior to their arrival and/or problems arising.
- g) Each room is allowed two guests during visitation hours.

16. ROOM CHANGE/HALL TRANSFER

- a) Room changes, hall transfers and vacating rooms require the filing of requests with and the approval of the Department of Residential Life. One room change/hall transfer per semester is allowed free of charge. Additional room changes/hall transfers may result in an administrative charge of \$25.
- b) Unauthorized room changes may result in an administrative charge of \$25, being required to move back to the original room, applicable charges for assignment and occupancy of more than one room and/or disciplinary action.

17. BREAK PERIODS

- a) Residence halls close during semester breaks and spring break. Residents who request to stay over the fall to spring semester break must have extenuating circumstances and must apply in advance to stay. As contract rates do not cover these periods, residents will be charged \$15 per night if space is available and the resident's request is granted by the Department of Residential Life. Failure to sign-up during designated dates may result in a \$25 administrative fee or the inability to stay on campus.
- b) The Department of Residential Life reserves the right to move residents to another hall during the break periods.
- c) Dining plans are not in effect during fall holiday break (Thursday – Sunday), semester break, spring break (Friday classes conclude – Monday classes resume), and spring holiday break (Friday – Monday).

18. LIABILITY/INSURANCE

- a) The college assumes no responsibility for loss, theft or damage to personal property. The college strongly recommends purchase of insurance or an extension of family insurance to cover loss or damage of personal property. The college does not have insurance that covers the personal property of residents or guests. In addition, students agree not to hold responsible, the college, the Department of Residential Life and its employees and agents, for any claims or damages sustained by students or guests as a result of acts or omissions relating to any changes or modifications made by the student to the room or furnishings. Students are financially responsible to the college and other residents for damage, loss or injury sustained

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by the college, the Department of Residential Life and its employees and agents as a result of student or guests' acts or omissions. Damage charges will include cost of labor and materials for all repairs and/or cleaning.

19. HALL OR ROOM CONTENTS AND USES

- a) Residence hall rooms are equipped with mirrors, desks, chairs, window coverings and twin beds.
- b) Students provide their own linens, blankets, pillows, towels, toiletries, bedspread and desk lamp, if desired.
- c) The College and the Department of Residential Life assume no liability for damages or injuries caused by the use of bed lofts.
- d) Students are responsible for cleaning their rooms and suite areas, removing waste materials and maintaining sanitation and safety conditions acceptable to the Department of Residential Life. When the condition of a room threatens the health or safety of other residents, staff will instruct the resident(s) of the room to clean the area to acceptable standards. Unacceptable conditions that would constitute a policy violation include, but are not limited to: floors covered with trash or personal items, failure to take trash out of a room/suite, food or drink that creates an odor or will attract insects or rodents. Residential Life reserves the right for professional staff members to exercise their judgment in determining and enforcing standards that a reasonable person would expect in a living environment. Also, when a space in a double room that could potentially be occupied by a new resident is not accessible, clean or welcoming, similar action will be required of the assigned resident(s). Students will be billed for labor and material costs if cleaning is required by the college. Limited supplies for cleaning are available in each hall upon request.
- e) Microwave ovens under 800 watts and refrigerators not exceeding 4 cu. ft. inside storage space are permitted in the residence halls. Items prohibited in the residence halls include but are not limited to: electric frying pans, electric grills, hot plates, toasters, air conditioners, space heaters, wax melts and wax warmers, and electric cords outside of the room or building. Any other item must be approved by the Department of Residential Life.
- f) Students are not permitted to make alterations, install equipment, paint or make repairs in any part of the building. Additional furniture may not be brought into rooms without approval from the Department of Residential Life. College property may not be transferred between rooms or removed from rooms, lounges or residence halls. Room personalization and window displays require approval by the Department of Residential Life.
- g) Pictures or other wall hangings should be suspended only from moldboards, picture rails or bulletin boards. Students will be charged for damaged walls and ceilings.
- h) Fire safety and sanitation requirements prohibit cooking within the residence hall room. Limited kitchenette space is specifically designed for light snacks. Residents must clean kitchenettes. All food must be kept in closed containers. Students that fail to adequately clean and maintain the kitchen area will be subject to the disciplinary process outlined in the *NDSCS Guide to Student Rights & Responsibilities*. Sanctions may include loss of use of the kitchen space.
- i) No motorized vehicles or combustion engines may be used or stored in the residence halls. Bicycles may not be stored in the residence halls.
- j) No person or organization, whether or not affiliated with the college, may advertise, sell, conduct a business or raise funds in the residence halls without registering and receiving permission from the Department of Residential Life. No person may use the words "NDSCS" or "North Dakota State College of Science," or any derivative thereof in any address or in any

other way associate such terms with any personal business, such as, but not limited to, on business cards or stationery, although persons may use their post office box number.

- k) When responsibility for damages, injuries, or other liability within a room or suite cannot be determined, all roommates/suitemates will be held jointly responsible.

20. RESIDENTIAL LIFE POLICIES

The conditions regarding student behavior while living in the residence halls under this contract will follow the *NDSCS Guide to Student Rights & Responsibilities* located at: www.ndscs.edu/student-rights, as well as all college policies and regulations, which include but are not limited to the following:

- a) **Alcohol and Other Drugs** – Regardless of a person's age, the manufacture, sale, transfer, purchase, transportation, possession, use or consumption of alcohol (in any form), and/or possession or display of empty alcohol beverage containers anywhere on NDSCS owned or controlled property and/or sponsored or supervised events is prohibited. Students may face campus charges for alcohol related incidents occurring off campus. Such incidents include, but are not limited to: minor in possession/consumption/under the influence of alcohol, driving under the influence of alcohol, public consumption of alcohol, and providing alcohol to a minor. Possession, consumption, being under the influence, or transport of illegal drugs or any other controlled substances is prohibited except pursuant to a physician's, dentist's or other authorized medical personnel's prescriptions. The manufacture, exchange, distribution, purchase or sale of illegal drugs or controlled substance is prohibited. The possession of drug paraphernalia for illegal drug use is prohibited as well.
 - i. Any individual found in a room in which the alcohol policy is being violated, whether participating or not, may be charged with a violation of the *NDSCS Guide to Student Rights & Responsibilities* due to violation of this policy.
- b) **Weapons/Firearms/Explosives** - Possession, display or storage of weapons in College owned buildings is prohibited. **All firearms must be registered with Campus Police immediately upon arrival to NDSCS.** Unauthorized and/or illegal possession, display or use of firearms, explosives or other weapons is prohibited.
 - Firearms and weapons include, but are not limited to, airsoft guns, BB guns, dart guns, handguns, paint ball guns, pellet guns, rifles, shotguns, stun guns or similar device designed to deliver an electric shock, daggers, knives (blade greater than four inches in length), sabers, swords, and bows and arrows.
 - Explosives include, but are not limited to, bombs, explosives, fireworks and other incendiary devices. Incendiary devices are defined as any flammable substance enclosed in a readily breakable container that can be equipped with an igniter of any type.
 - Other weapons include, but are not limited to, martial arts implements, dangerous fuels and chemicals. Any object may be considered a weapon when used to inflict or threaten infliction of bodily injury or property damage.
 - Throwing or casting any object into, upon, or against any building, structure, motor vehicle or at any person is prohibited.

This policy shall not prohibit individuals or student organizations from possessing, storing or using weapons at approved locations for the purpose of meeting requirements of educational programs and/or approved activities being

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conducted by a student group recognized by the College. NDSCS Campus Police provides storage for students to store sporting arms, such as those used for hunting and other shooting sports. An officer must be present for check-in/check-out.

- c) **Tobacco/Open Flame** –The use of tobacco is prohibited on campus property at all times. This prohibition includes indoors, outdoors, inside College vehicles and/or personal vehicles while on campus property. This policy applies to employees, students and visitors. Tobacco products include any product that contains tobacco, is derived from tobacco or contains nicotine or other similar substances, intended for human consumption, or is likely to be consumed, whether smoked, heated, inhaled, chewed, absorbed, dissolved, or ingested by any other means. The term “tobacco product” includes, but is not limited to, e-cigarettes and other electronic smoking devices, pipes and rolling papers, cigarettes, vaporizers, cigars, pipes, hookahs, chewing tobacco, snuff, smokeless pouches and other forms of loose leaf tobacco, but does not include any product approved by the United States Food and Drug Administration for legal sale as a tobacco cessation product and is being marketed and sold solely for the approved purpose. For more information and to view the full NDSCS Tobacco-Free Environment Policy, visit NDSCS.edu/Tobacco. There may be a minimum \$250.00 cleaning fee assessed to residents who violate this policy in their room or suite. In addition, violators are subject to additional sanctions as outlined in the *NDSCS Student Guide to Rights and Responsibilities*. Fire hazards, including but not limited to, any item having an open flame, open heating coils, candles, incense and halogen lamps are strictly prohibited. No liquids or materials of an explosive or combustible nature shall be kept on the premises.
- d) **Routers and Other Equipment** – Routers of any kind, antennas, dishes or aerials for radios or TV’s is prohibited. Also prohibited are battery chargers, engine heater cords, and weight lifting or exercise equipment.
- e) **Animals** – With the exception of animals authorized by NDSCS Accessibility Services or those defined as service animals under the Americans with Disability Act (ADA), privately-owned animals are prohibited inside campus buildings, with the exception of fish (in a tank 10 gallons or less). Animals in outdoor areas must be on a leash, must be under the control of the owners or their designees at all times and should not be left unattended. Owners are responsible for any health or safety issues that may arise concerning the presence of these animals on College property and at NDSCS outdoor sponsored or supervised events.

21. SERVICES

- a) Washers and dryers are furnished in the residence halls.
b) A telephone is located in each residence hall. Long distance calls require calling cards or credit cards unless calling collect.
c) Cable TV is provided in student rooms and in select lounges.
d) Mail service is provided through the NDSCS Mail Center located in the Student Center. Students residing in a residence hall are required to utilize a NDSCS mailbox.
e) Wireless Internet service is provided in all residence halls.

22. SAFETY AND SECURITY

- a) Residents are required to comply with safety and security

procedure and may not tamper with locked doors, pull open locked doors or admit unauthorized people into residential or dining facilities. Persons setting off false fire alarms, tampering with or removing firefighting equipment or vandalizing or disrupting elevator service are subject to a \$500 fine, disciplinary action up to and including termination of this contract and criminal action.

- b) Residents and guests must leave the building by the designated exit whenever the fire alarm sounds. Windows and doors should be closed and lights should be left on.
c) Each resident is issued a room key and security card access. When outside doors are locked, access is limited to residents and their authorized guests. College keys are the property of the college and may not be duplicated. A student’s keys or access card may not be loaned to others. Room key loss requires a cylinder change and issuance of new keys. The student will be assessed replacement cost. Students who lock their room keys in their room will be given a verbal warning for their first lockout. Students will be fined \$25.00 for each additional lockout after a verbal warning is given.

23. STANDARD REGULATIONS AND EXPECTATIONS

- a) Students are expected to know and agree to abide by the terms and conditions of this contract and rules and regulations outlined in the *NDSCS Student Guide to Rights and Responsibilities*. Violation of these rules or other inappropriate conduct is handled through the disciplinary processes outlined in said Guide. Students are also responsible for the subject matter covered under “Social Media Guidelines” located at: www.ndscs.edu/current-students/student-life/social-media-guidelines/.
- b) Students are expected to honor established quiet hours (10PM – 10AM on weekdays, Midnight – 10AM on weekends), which are posted in the residence halls. Residents, with the assistance of the Residential Life student staff, monitor the established quiet hours. If activity/music in your room can be heard next door at this time, it exceeds quiet hour’s standards. During this time, residents and guests are expected to conduct themselves in a manner that will not disturb others and to support the maintenance of quiet hours. Courtesy hours are in effect 24 hours a day/7 days a week, and are those times outside of the established quiet hours when residents are expected to be considerate of the rights of other students on their floor and in the hall that might be studying or sleeping. In addition, residents who abide by courtesy hours offer their neighbors the same respect they might ask of them. Quiet hours may be adjusted based on community need and/or final exams week.
- i. Residents are responsible for appropriately confronting others whose behavior is unreasonable by asking them to cooperate when the noise level becomes a disturbance. When needed, the residence hall staff will assist in reaching solutions to conflicts or enforcing these regulations. Problems with excessive noise will be referred for student conduct action.
- c) Students may not create excessive noise, disturb or infringe on the rights of others, harass, haze or in any way lessen the educational effectiveness of the college. This includes behavior that attempts to force a roommate to move out of the room and/or attempts to prevent a new roommate from moving into the room.
- d) The college will not tolerate verbally or physically threatening, abusive or harassing behavior toward staff members or students. Verbal or physical threats to staff members or students may result in permanent removal from residential and dining facilities and/or suspension or expulsion from the

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- e) Students are responsible for checking the condition of their room/suite area upon check-in. A signature on the room condition report is confirmation of the room condition at check-in. Students must submit the room inventory and condition report to the Department of Residential Life within 72 hours of checking into their room. If a student fails to review and submit the room condition report within 72 hours, it is assumed that all items on the room condition report are in good condition. Students may be billed for damages that are present in the room/suite area at check-out but are not noted on the room condition report at check in. The Department of Residential Life and/or Facilities Management may make a final inspection of the room and may adjust the damage assessment as necessary. Roommates/suitemates are encouraged to discuss damages with each other and take responsibility for their respective charges before check-out. The last roommate/suitemate to check out will be held responsible for the remaining unclaimed damage/cleaning charges.
- f) Students are responsible for damages and loss to college property resulting from negligence, misuse, or reckless or intentional acts. Students are expected to report any damage to college property to Residential Life staff. When responsibility within a room or suite cannot be determined, all roommates will be jointly responsible. Damage of college property shall be cause for disciplinary action.
- g) Students are responsible for maintaining cleanliness of common spaces on campus. Students that fail to adequately clean and maintain common spaces will be subject to the disciplinary process outlines in the *NDSCS Guide to Student Rights & Responsibilities*.
- h) Residents are responsible for information provided by e-mail to their NDSCS e-mail account, information provided during hall/floor meetings as well as materials posted in residential facilities.

24. SEARCH AND INSPECTION

- a) The right to inspect rooms without notice is reserved by the college for purposes of maintenance, cleaning, fire and personal safety and for purposes of administering provisions of this contract. Such entry by the college shall not be regarded as a search but is separately agreed to and authorized by the student party to this contract. Entry and search of rooms by college or law enforcement officials for the purpose of discovering violations of college regulations, local, state or federal law will be subject to the college policy expressed in the *NDSCS Student Guide to Rights and Responsibilities*. Inspections are conducted monthly.

25. TERMINATION OF LICENSE CONTRACT BY COLLEGE

- a) This license contract may be terminated by the college for student's violation of college and/or Department of Residential Life policies including, but not limited to, nonpayment of debt owed by the student to the college, conduct violations, or if a student is no longer enrolled as a student or has been suspended or expelled.
- b) If a student's license contract is terminated as a result of conduct violation(s), the student will be responsible for all housing charges remaining in the semester their housing license contract is terminated. If a student's license contract is terminated as a result of conduct violation(s) in the fall semester, the student will be responsible for all housing charges remaining in the fall semester and 50% of the housing charges in spring semester.
- c) Students whose license contract is terminated by the College or become ineligible to live in housing must vacate campus

housing within 48 hours of the date the student's license contract was terminated, unless an alternate timeline is established by the Department of Residential Life.

- d) The Department of Residential Life or designee may temporarily suspend, restrict or reassign a student from their room or residence hall pending an investigation and/or hearing whenever, in the Department's judgment, the continued presence of the student in a particular room or hall constitutes a danger to the student or the safety of persons or property in the residence halls.

26. VACATING

- a) Students must obtain a move slip from the Department of Residential Life if vacating any day prior to the last week of the spring or summer semester.
- b) Students must properly check out of their room with the Department of Residential Life staff member by the due date listed on the move slip. Failure to do so will result in a \$50 improper check out charge.
- c) Each student is responsible for cleanliness of their room and if applicable, common suite area upon check out. If a room/suite area requires additional cleaning by Facilities Management staff after a student vacates, students will be charged a minimum of a \$50.00 cleaning charge. Additional cleaning charges over the \$50.00 may be applied to a student's account, if applicable. Additional charges for damages, including cost of labor and materials, may be assessed to a student's account if additional maintenance, repair and/or replacement to any area in the room/common suite area are required.
- d) After termination of this license, the Department of Residential Life can dispose of a student's abandoned or unclaimed property held in storage for more than 30 days by way of public or private sale, donation or disposal. The department can keep the proceeds. Students who abandon property will be charged \$50.00 for removal and storage of abandoned property.